

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSAL
SPECIFICATION NO.03-104**

The City of Lincoln, Nebraska intends to enter into a contract purchase and invites you to submit a sealed proposal for:

**SNACK FOOD VENDING SERVICES
AT
VARIOUS LOCATIONS
FOR THE PARKS & RECREATION DEPARTMENT**

Sealed proposal will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 16, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Proposal will be publicly opened reading only the names of those submitting proposals, at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of proposal. Mailing should be made in sufficient time for proposal to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 03-104
FOR
SNACK FOOD VENDING SERVICES
AT
VARIOUS LOCATIONS
FOR THE PARKS AND RECREATION DEPARTMENT

1. TERMS AND CONDITIONS

- 1.1 The city desires to retain one (1) qualified snack food distributor to administer snack food vending services for the Parks & Recreation Department during the term of the agreement.
- 1.2 The term of the agreement shall be one (1) year beginning May 1, 2003, with options to renew for three (3) additional one (1) year terms, beginning May 1, 2004.
 - 1.2.1 On an annual basis successful contractor shall furnish the City with a report per location as to gross revenues and commissions paid.
- 1.3 The attached sample SNACK FOOD VENDING SERVICES AGREEMENT serves as specifications and includes all of the terms and conditions applicable to soft snack food services.
 - 1.3.1 No other terms and conditions, whether expressed or implied, shall govern.
 - 1.3.2 The terms and conditions apply equally to all locations covered by this specification document.
 - 1.3.3 The sample agreement need not be executed as part of your bid.
- 1.4 Attached for your convenience are reports showing gross sales for last three years per location.

2. AGREEMENT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the contractor must execute a written agreement between the contractor and the City.
- 2.2 Also within such time period, the contractor must furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required, and showing the City as an additional insured as pertains to snack food vending services for the term of the agreement.
 - 2.2.2 such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO.03-104**

**OPENING TIME: 12:00 NOON
DATE: Wednesday, April 16, 2003**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure to receive any addendum or interpretation of the specifications shall not relieve the from any obligations specified in the request. All addenda shall become part of the final contract document.

**THE ANNUAL REQUIREMENTS FOR:
SNACK FOOD VENDING SERVICES
FOR PARKS & RECREATION DEPARTMENT**

PERCENTAGE OF GROSS REVENUE: _____ %

SECURITY REQUIRED: Yes _____ Amount: _____
No X

Special provisions for Commodity Term Contracts are included with the specification document. Submitters are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: Proposer must state

- (a) Percentage fees are firm for the full contract period: _____; or
- (b) Percentage fees are subject to escalation/de-escalation: _____.
- (c) If (b), state period for which prices will remain firm:
Through _____.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

If you are a service provider you can guarantee that your service will be available and uninterrupted after December 31, 1999, and the deliverables will also be year 2000 compliant.

If you are a product supplier that each of your product, hardware, software and firmware, including embedded micro controllers in non-computer equipment, will correctly and accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the 20th and 21st centuries, and the years 1999, 2000, and leap year calculations, and will properly exchange date/time data with other "year 2000 compliant" information technology.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC.03-104

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE No.

FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

E-MAIL ADDRESS

TERMS OF PAYMENT

SNACK FOOD VENDING SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2003, by and between _____, hereinafter referred to as **CONTRACTOR**, AND THE **CITY OF LINCOLN, NEBRASKA**, hereinafter referred to as **CITY**.

WHEREAS, the CITY wishes to engage CONTRACTOR in accordance with the terms and conditions herein to provide certain snack food vending services; and

WHEREAS, CONTRACTOR desires to perform said services for the CITY in accordance with the terms and conditions hereby provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contractor shall pay to the City an amount equal to _____ percent (____%) of gross revenue derived from such snack food vending services.
 - 1.1 Calculations shall be based on gross revenue receipts prior to payment of sales tax.
 - 1.2 Payments shall be made to the city monthly, on or before the fifteenth (15th) day of each month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
 - 1.3 An additional ten (10%) percent per month late fee will be applied to any late payments not received by the fifteenth (15th) day of any month.
 - 1.4 Payments shall be delivered to Parks and Recreation Department, 2740 "A" Street, Lincoln, Nebraska.
 - 1.5 Monthly payments can be made as one lump sum covering all locations; however, such lump sum payments must be accompanied by a statement showing gross revenue of each location.
 - 1.6 The City may inspect the financial records of the Contractor as pertains to this agreement at any time.
2. Snack food vending machines shall be provided by the contractor at the following Parks and Recreation Department locations:
 - 2.1 Locations listed below shall require machines twelve (12) months per year:

	<u>LOCATION</u>	<u>ADDRESS</u>	<u># MACHINES</u>
2.1.1	"F" Street Center	1225 "F" Street	2
2.1.2	Easterday Center	6130 Adams Street	1
2.1.3	Air Park West Center	3720 N.W. 46th Street	1
2.1.4	Auld Recreation Center	3140 Sumner Street	1
2.1.5	Irving Recreation Center	2010 Van Dorn Street	1
2.1.6	Calvert Recreation Center	4500 Stockwell Street	1
2.1.7	Belmont Recreation Conter	14th & Judson	1
2.1.8	Parks & Rec. Admin. Office	2740 "A" Street	1

2.1.9	Central District Shop	244 S 21 St	1
2.1.10	Carpentry Maintenance Shop	240 S 21 St	1
2.1.11	Indoor Playground	1300 S 27 St	1

2.2 Locations listed below shall require machines from June 1 through August 31 of each year:

	<u>LOCATION</u>	<u>ADDRESS</u>	<u># MACHINES</u>
2.2.1	Meadow Hts Centennial Pool	900 West Avon Lane	1
2.2.2	Irvingdale Pool	19th and Van Dorn Sts.	1
2.2.3	Belmont Pool	12th and Manatt Streets	1
2.2.4	Eden Pool	46th & Antelope Creek Rd	1
2.2.5	University Place Pool	4900 Lexington Street	1
2.2.6	Arnold Heights Pool	4000 N.W. 46th Street	1
2.2.7	Kuklin (Antelope) Pool	2300 "N" Street	1
2.2.8	Ballard Pool	3901 N 66 St	1

3. Machines shall dispense not fewer than twenty (20) selections, to be agreed upon between the contractor and the City and the selections shall be attached to this agreement.
 - 3.1 All machines shall be self-contained and shall have coin change capability.
 - 3.2 Neither gum nor sunflower seeds will be allowed in the Recreation Centers vending machines.
 - 3.3 Neither gum, chocolate bars nor sunflower seeds will be allowed in the swimming pools vending machines.
4. The City will furnish all electricity used for these operations.
5. Contractor shall furnish all materials, supplies and labor required in the operation of the agreement at his own expense.
6. Servicing of machines with snack packages and related equipment repair service shall be of the same quality offered to the retail segment of trade.
 - 6.1 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at contractor's expense within twenty-four (24) hours of notification.
7. Hours of operation shall be those during which the facilities are open to the public.
 - 7.1 In the event there are private parties after normal closing hours in the evening, the contractor shall be required to service the machines at the request of the respective pool or recreation center supervisor.
8. Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.
 - 8.1 Machines located at swimming pools may be stored inside or outside, depending on the facilities.

8. The vending price at all facilities covered by this agreement shall not exceed normal retail prices.
9. Contractor shall provide snack food vending services strictly in compliance with all the ordinances of the City and laws of the State of Nebraska now and hereafter in effect during the term of this agreement.
10. Contractor shall provide general liability insurance in the amount of \$2,000,000.00 combined single limit for products liability insurance, property damage insurance and personal injury insurance.
 - 10.1 Contractor shall name the City as additional insured as pertains to the performance of this agreement.
 - 10.2 The insurance policies shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of these services.
 - 10.3 Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services.
 - 10.4 Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
 - 10.5 Contractor shall provide the City with certification of such insurance, subject to the approval of the City Attorney.
11. This agreement shall not be assigned by Contractor except upon the express written permission of the City.
12. This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.
13. The term of this agreement shall be one (1) year, May 1, 2003 through April 30, 2004, with options to renew for three (3) additional one (1) year terms, beginning May 1, 2004.

DATED this _____ day of _____, 2003.

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

CONTRACTOR

Company Name

Address

City State Zip

(Seal)

Authorized Signature

GENERAL VENDING REVENUE 1999-2003

(JANUARY 1999-JANUARY 2003)

MONTH	ADMIN	AIR PARK	AULD	BELMONT	CALVERT	E-DAY	F STREET	IND PLY	IRVING	MAINT.	SW DIST
01/99	94.74	54.10	11.22	102.89	119.76	57.46	1.02	61.32	44.47	11.81	10.60
02/99	71.74	54.06	14.52	144.46	103.66	56.48	11.00	64.80	53.39	12.16	9.14
03/99	60.11	53.98	15.05	112.13	110.53	42.36	15.07	60.75	48.89	11.81	10.90
04/99	57.60	46.12	16.60	104.31	99.03	42.89	31.09	52.79	36.96	11.81	14.87
05/99	48.46	33.26	21.01	116.74	112.73	47.93	14.67	61.89	34.70	14.27	17.10
06/99	58.30	32.24	17.23	80.28	101.28	23.04	6.55	62.36	56.26	17.41	8.08
07/99	35.74	26.39	14.86	39.98	63.31	15.56	8.62	61.32	48.82	14.58	15.02
08/99	51.28	28.50	16.95	94.81	66.14	16.08	6.94	48.12	60.54	24.73	11.08
09/99	32.08	17.84	17.91	86.14	99.81	41.93	6.94	27.35	41.53	17.41	10.90
10/99	38.56	20.12	16.35	85.65	72.50	32.56	9.48	38.40	40.50	16.50	10.60
11/99	42.12	22.40	15.50	75.11	60.90	20.58	8.50	45.56	42.11	14.58	9.98
12/99	40.15	19.87	14.89	70.39	51.12	19.11	7.62	60.12	39.50	11.81	8.65

	AH POOL	BAL POOL	BEL POOL	EDEN POOL	IRV POOL	KUK POOL	MH. POOL	UNI POOL
01/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
02/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
03/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
04/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
05/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
06/99	126.84	150.74	202.67	185.81	242.08	138.35	146.51	154.73
07/99	154.99	234.85	218.93	298.68	293.63	154.56	173.52	227.91
08/99	65.14	162.77	91.59	212.11	135.99	140.57	71.77	102.42
10/99	68.60	242.68	14.22	47.01	98.64	35.02	11.36	95.93
11/99	18.73	78.25	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
12/99	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED

↓
amts for prior
mos. not paid in
full for.

General Bidding 2000

includes maint/sw DIST
* Info from JDE - no paperwork found to differentiate

MONTH	ADMIN	AIR PARK	AULD	BELMONT	CALVERT	E-DAY	F STREET	IND PLY	IRVING	* MAINT.	* SW DIST
01/00	31.36	19.31	8.88	102.61	98.20	50.08	10.41	40.74	37.94	no info	no info
02/00	24.26	53.38	11.52	106.92	112.23	47.68	9.42	68.62	60.11	no info	no info
03/00	57.35	39.65	21.36	178.97	126.91	53.03	13.74	41.40	68.28	no info	no info
04/00	39.31	37.29	18.02	112.58	99.86	50.02	7.70	38.01	53.08	no info	no info
05/00	37.48	37.29	10.92	263.16	83.74	31.05	4.54	30.54	56.35	no info	no info
06/00	26.48	33.88	18.66	214.06	47.53	31.20	9.30	23.54	53.29	no info	no info
07/00	50.93	22.94	20.02	94.45	54.65	51.49	4.85	25.38	81.58	no info	no info
08/00	34.14	29.03	11.25	100.33	91.72	52.65	14.88	30.74	42.75	no info	no info
09/00	39.82	18.28	16.16	111.90	84.84	61.03	15.47	28.66	36.45	no info	no info
10/00	33.59	46.78	7.96	171.61	90.60	45.82	21.56	29.77	30.51	no info	no info
11/00	25.22	36.41	20.52	190.94	99.01	53.58	12.01	38.45	33.98	no info	no info
12/00	63.39	29.01	20.32	65.61	83.37	66.67	12.04	41.01	31.12	no info	no info

	AH POOL	BAL POOL	BEL POOL	EDEN POOL	IRV POOL	KUK POOL	MH. POOL	UNI POOL
01/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
02/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
03/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
04/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
05/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
06/00	122.74		143.41	146.16	154.76	128.44	167.23	129.24
07/00	191.99		397.10	229.82	245.90	152.23	175.41	231.98
08/00	315.75		300.07	230.84	483.66	239.75	255.33	220.43
09/00	39.70		77.00	83.49	123.76	66.69	99.67	21.47
10/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
11/00	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
12/00								

* same as 2000 explanation

AH POOL BAL POOL BEL POOL EDEN POOL IRV POOL KUK POOL MH. POOL UNI POOL

[illegible]